



The Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Michael J. Spratt - Reimbursement for Towing and
Repairs to a Rented Vehicle
File: B-225838
Date: August 20, 1987

DIGEST

An employee on official travel may be reimbursed for towing and repair charges to a rental vehicle when unusual circumstances prevent his receiving prior approval from the rental company to have towing and repair services performed at the company's expense. The expenses incurred were essential to the transaction of official business. See Louis G. Fiorelli, B-221698, August 18, 1986, 65 Comp. Gen.

DECISION

This decision is in response to a request for an advance decision from the certifying officer, Rocky Mountain Regional Office, National Park Service. The question presented is whether an employee in official travel status can be reimbursed for towing and repair charges to a rented vehicle when unusual circumstances prevented him from receiving the rental company's prior approval to have these repairs performed at the company's expense. We find that the expenses incurred by Mr. Spratt were necessarily incurred in connection with official business, are not personal to Mr. Spratt, and are therefore payable by the Government.

BACKGROUND

Mr. Spratt is an employee of the National Park Service at Lakewood, Colorado, and the amount claimed by him (\$188.55) represents the amount he was required to pay for repairs to a vehicle which he had rented in the performance of official business. Mr. Spratt was issued travel orders for the purpose of conducting field investigations of the road conditions in Arches National Park, Utah. In order to

perform his field work, Mr. Spratt rented a 4-wheel drive vehicle from the Hertz Rental Car Company in Grand Junction, Colorado. During the next day the rental vehicle broke down while at a field location approximately 6 miles from Moab, Utah, and 25 miles from Park Headquarters. Since there were no telephones available in the area and since the vehicle was needed for work the following day, Mr. Spratt radioed Park Headquarters for a tow truck to tow the rental vehicle back to Moab. Mr. Spratt asked another Government employee to contact Hertz to request approval for the towing and necessary repairs, but Hertz would not approve the towing or the necessary repairs to the vehicle since Mr. Spratt had the vehicle towed before he had obtained Hertz' approval. Mr. Spratt then had the vehicle repaired and charged all costs to his personal credit card.^{1/}

OPINION

There is no specific authority for repairs to rental vehicles used for official business. See Federal Travel Regulations (FTR), para. 1-3.2b, incorp. by ref., 41 C.F.R. § 101-7.003 (1986), referring to reimbursement for the incidental expenses of gasoline or oil. In addition, para. 1-1.3b of the FTR requires that employee travel expenses be limited to "those expenses essential to the transacting of official business" while para. 1-9.1d of the FTR provides:

"Other expenses. Miscellaneous expenditures not enumerated herein, when necessarily incurred by the traveler in connection with the transaction of official business, shall be allowed when approved."

For the reasons described below, we are of the opinion that the towing and repair costs incurred by Mr. Spratt were essential to the transaction of official business.

^{1/} The costs include \$95 for towing, \$67.95 for a new battery, \$14 for labor, and \$11.60 for sales tax for a total of \$188.55.

The rental agreement with Hertz states, in pertinent part, "Any service to or replacement of a part or accessory to vehicle during rental must have Lessor's prior approval." However, Mr. Spratt found himself in unusual circumstances with respect to the inability to contact the rental car agency and the need to use this vehicle the next day for official business. In having the vehicle towed to the nearest town, we believe Mr. Spratt exhibited a reasonable and prudent standard of care for the Hertz vehicle. Furthermore, once the vehicle was towed to a garage, Mr. Spratt instructed the mechanic not to proceed with any repair work until authorization from Hertz was received. Only after Hertz refused to authorize repair at its expense did Mr. Spratt advise the mechanic to proceed with the necessary repairs.

Since Mr. Spratt was engaged on official business when the vehicle broke down due to a faulty battery and since the vehicle was essential to the completion of the mission, it is our view that the towing and repair costs were essential to the transaction of official business and were necessarily incurred in connection with official business. See Louis G. Fiorelli, B-221698, August 18, 1986, 65 Comp. Gen. _____. Accordingly, it is our view that Mr. Spratt should be reimbursed, as claimed, pursuant to FTR para. 1-9.1d.

for 
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